

<b>AWARD/CONTRACT</b>		PAGE OF PAGES 1 53	
1. CONTRACT (Proc. Inst. Ident.) NO. C-07-D-00057		2. EFFECTIVE DATE 08/22/2007	3. REQUISITION/PURCHASE REQUEST/PROJECT NO.
4. BUY CODE AMQ0310-ARC	5. ADMINISTERED BY (If other than Item 4) AMQ-310 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 380 OKLAHOMA CITY OK 73125		6. CODE AMQ310-ARC

6. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, County, State and ZIP Code)  DATA MANAGEMENT SERVICES JOINT VENTURE 8630 FENTON ST, STE 406 SIVER SPRING MD 20910  <div style="text-align: center; font-size: 1.2em;">DUPLICATE ORIGINAL</div>	7. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)  8. DISCOUNT FOR PROMPT PAYMENT  9. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:
--	---

CODE	FACILITY CODE	11. PAYMENT WILL BE MADE BY FAA AC ACCTG OFC DOT/FAA AMZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125
10. SHIP TO/MARK FOR	CODE	CODE

12. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		13. ACCOUNTING AND APPROPRIATION DATA See Schedule	
14A. ITEM	14B. SUPPLIES/SERVICES	14C. QTY	14D. UNIT
		14E. UNIT PRICE	14F. AMOUNT
Continued...			
14G. TOTAL AMOUNT OF CONTRACT			\$0.00

15. TABLE OF CONTENTS			
(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>			
X	A	SOLICITATION/CONTRACT FORM	1
X	B	SUPPLIES OR SERVICES AND PRICE/COST	2
X	C	DESCRIPTION/SPECS./WORK STATEMENT	19
X	D	PACKAGING AND MARKING	19
X	E	INSPECTION AND ACCEPTANCE	21
X	F	DELIVERIES OR PERFORMANCE	21
X	G	CONTRACT ADMINISTRATION DATA	23
X	H	SPECIAL CONTRACT REQUIREMENTS	25
(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART II - CONTRACT CLAUSES</b>			
X	I	CONTRACT CLAUSES	37
<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
X	J	LIST OF ATTACHMENTS	53
<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	L	INSTR., CONDS., AND NOTICES TO OFFERORS	
	M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 16 OR 17 AS APPLICABLE	
16. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to Issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)  18A. NAME AND TITLE OF SIGNER (Type or print) <u>Joseph Kopffman</u> <u>DMS JV Financial Officer</u>  18B. NAME OF CONTRACTOR BY <u>[Signature]</u> (Signature of person authorized to sign)	17. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Contract Authority's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.  19A. NAME OF CONTRACTING OFFICER <u>Avis Franklin</u>  19B. CONTRACT AUTHORITY BY <u>[Signature]</u> (Signature of the Contracting Officer)  19C. DATE SIGNED <u>8 Aug 2007</u>

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057PAGE OF  
2 53

NAME OF OFFEROR OR CONTRACTOR

A MANAGEMENT SERVICES JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>REMIT TO: DMS JOINT VENTURE, 13990 PARKEAST CIRCLE, CHANTILLY VA. 20151 ATTN: Joesph Kopfman This document incorporates the pricing summary, and provisions identified in Section C thru J attached herein (36 pages). Sections K thru M of the SIR DTFAAC-07-R-12146 incorporated by reference.</p> <p>Instruction is priced per Instruction Day as defined by Appendix C courses, applicable Instructors required, and number of Instruction days. The Contractors proposed prices represented in the SIR submittal as page 12r and 13r have been incorporated into the contract as page 17, and 18 of 53.</p> <p>The Contractor's proposed cancellation charge of 25% has been accepted as proposed. IAW Clause H.3 Cancellation Policy, a 25% cancellation charge is applicable to the total task order amount for Instructional Deliveries plus any non-refundable FAA authorized travel expenses.</p> <p>This is an Indefinite Delivery/Indefinite Quantity Contract. The base year guaranteed minimum is \$1,000,000.00, and the maximum value will not exceed \$6,300,000.00.</p> <p>FOB: Destination</p> <p>Period of Performance: 08/22/2007 to 09/30/2012</p> <p>for the Base and four one-year option periods.</p> <p>The contractor shall provide all management, supervisory, instructional, administrative, and clerical personnel required to perform the work specifically defined in the attached Performance Work Statement (PWS), at the established prices. Performance will be conducted within the scope of projected requirements identified in the PWS, and will be funded by Delivery Order. Specific tasks identifying services and schedules may be ordered in writing when requirements generate.</p> <p>*****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS*****</p> <p>*****</p> <p>BASE YEAR</p> <p>*****</p> <p>TOTAL = \$0.00 SERVICES NOT SEPARATELY PRICED</p>				
0001	<p>PHASE IN ISO9000: N Electronic &amp; IT: 03</p> <p>FIRM FIXED PRICE TOTAL = \$1,942,272</p>				0.00
0002	<p>Operational Support to include Program Management, Administrative Support, and Reports IAW The PWS, Appendix A and attached Continued ...</p>				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057

PAGE 3 OF 53

NAME OF OFFEROR OR CONTRACTOR

TA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CDRLS.  Services to be provided for 12 months 1/12 OF TOTAL PAID MONTHLY ISO9000: N Electronic & IT: 03  FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$1,021,424				
0003	Instructional Support Services For Resident (Onsite CMEL) Training to be provided when tasked IAW the PWS and Appendix A attached herein. Categories are established based on level of effort required (see Appendix C).  Quantities: In residence day Instruction Total Estimate = 904 days Level 1 Courses= 35 days Level 2 Courses= 345 days Level 3 Courses= 464 days Level 4 Courses= 60 days ISO9000: N Electronic & IT: 03  The established fixed prices per category (Course Level 1 thru 4) are ISS Price List incorporated herein (SIR page 12r and 13r) and attached following section B.  FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$272,895				0.00
0004	Offsite-Instructional Support Services For Field Training to be provided when tasked IAW the PWS and Appendix A attached herein. Categories are established based on level of effort required (see Appendix C).  QUANTITY: Off site day Instruction Total Estimate = 236 DAYS Level 1 Courses = 16 days estimated Level 2 Courses = 172 days estimated Level 3 Courses = 49 days estimated ISO9000: N Electronic & IT: 03  The established fixed prices per category are identified in ISS Price List incorporated herein (SIR page 12r and 13r) and attached following section B. Continued ...				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057

PAGE 4 OF 53

NAME OF OFFEROR OR CONTRACTOR

TA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>FIXED HOURLY RATE Total Estimated Price = \$362,496</p> <p>Instructional Support Services for Design/Development or Redesign when tasked IAW the PWS and Appendix A attached herein.</p> <p>Quantity Estimated = 6400 Total Hours FIXED HOURLY RATE = \$ 56.64</p> <p>ISO9000: N Electronic &amp; IT: 03</p> <p>Requirements to be tasked when required A NOT-TO-EXCEED CEILING WILL BE ESTABLISHED FOR EACH TASK</p>				0.00
0006	<p>COST REIMBURSABLE TOTAL COST = \$250,000 (estimated by the Government)</p> <p>Travel (Transportation and Subsistence) for expenses incurred when tasked and authorized for related travel required to deliver Instructional Support Services. Expenses are reimbursable in accordance with FAA Contract Clause CLA 4531 entitled Reimbursement of Travel Costs.</p> <p>Payable monthly, upon receipt of acceptable invoices and compliance with CLA 4531. All travel requirements to be requested by the Government and authorized by the CO in advance of travel. ISO9000: N Electronic &amp; IT: 03</p> <p>All travel requirements to be requested by the Government and authorized by the CO in advance of travel.</p> <p>The Contractor's handling charge of 2% is applicable in accordance with CLAUSE 4531.</p>				0.00
0007	<p>COST REIMBURSABLE TOTAL COST = \$50,000 (Estimated by the Government)</p> <p>Subcontract Cost to acquire Instructors, Consultants and Subject Matter Experts (SMEs) when required and tasked. Subcontract support/cost is subject to approval by the FAA CO or delegated Government representative prior to performance. The task ordering process will be utilized to establish the task ceiling. ISO9000: N Electronic &amp; IT: 03</p> <p>Continued ...</p>				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057

PAGE 5 OF 53

NAME OF OFFEROR OR CONTRACTOR

TA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	Requirements to be tasked by the government, and sources to be determined by the Prime Contractor.  FIXED PRICE TO BE NEGOTIATED TOTAL ESTIMATE = \$0.00 (Government Estimate)  Phase Out When requested by the government Price To Be Negotiated (TBN)  ISO9000: N Electronic & IT: 03  ***** OPTION YEAR 1 (Oct. 1, 2008 thru Sept. 30, 2009) *****				0.00
0009	FIRM FIXED PRICE TOTAL = \$2,015,550  OP-1 Operational Support to include Program Management, Administrative Support, and Reports IAW the PWS , Appendix A and attached CDRLS.  Services to be provided for 12 months 1/12 OF TOTAL PAID MONTHLY ISO9000: N Electronic & IT: 03 Amount: \$2,015,550.00 (Option Line Item) 09/01/2008  FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$1,199,180				0.00
0010	OP-1 Instructional Support Services For Resident (Onsite CMEL) Training to be provided when tasked IAW the PWS and Appendix A attached herein. Categories are established based on level of effort required (see Appendix C).  Quantities: In residence day Instruction Total Estimate = 904 days Level 1 Courses= 35 days Level 2 Courses= 345 days Level 3 Courses= 464 days Level 4 Courses= 60 days ISO9000: N Electronic & IT: 03 Continued ...				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057

PAGE 6 OF 53

NAME OF OFFEROR OR CONTRACTOR

ATA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$1,199,180.00 (Option Line Item) 09/01/2008  The established fixed prices per category (Course Level 1 thru 4) are identified in ISS Price List incorporated herein (SIR page 12r and 13r) and attached following section B.  FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$319,524.00				
0011	OP-1 Offsite Instructional Support Services For Field Training to be provided when tasked IAW the PWS and Appendix A attached herein. Categories are established based on level of effort required (see Appendix C).  QUANTITY: Off site day Instruction Total Estimate = 236 DAYS Level 1 Courses = 16 days estimated Level 2 Courses = 172 days estimated Level 3 Courses = 49 days estimated ISO9000: N Electronic & IT: 03 Amount: \$319,524.00 (Option Line Item) 09/01/2008  The established fixed prices per category are identified in ISS Price List incorporated herein (SIR page 12r and 13r) and attached following section B.  FIXED HOURLY RATE Total Estimated Price = \$425,314.00				0.00
0012	OP-1 Instructional Support Services for Design/Development or Redesign when tasked IAW the PWS and Appendix A attached herein.  Quantity Estimated = 7232 Total Hours FIXED HOURLY RATE = \$ 58.81  ISO9000: N Electronic & IT: 03 Amount: \$425,314.00 (Option Line Item) 09/01/2008  Requirements to be tasked when required Continued ...				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057

PAGE 7 OF 53

NAME OF OFFEROR OR CONTRACTOR

ATA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0013	<p>A NOT-TO-EXCEED CEILING WILL BE ESTABLISHED FOR EACH TASK</p> <p>COST REIMBURSABLE TOTAL COST = \$275,000.00 (estimated by the Government)</p> <p>OP-1 Travel (Transportation and Subsistence) for expenses incurred when tasked and authorized for related travel required to deliver Instructional Support Services. Expenses are reimbursable in accordance with FAA Contract Clause CLA 4531 entitled Reimbursement of Travel Costs.</p> <p>Payable monthly, upon receipt of acceptable invoices and compliance with CLA 4531. All travel requirements to be requested by the Government and authorized by the CO in advance of travel. ISO9000: N Electronic &amp; IT: 03 Amount: \$275,000.00 (Option Line Item) 09/01/2008</p> <p>All travel requirements to be requested by the Government and authorized by the CO in advance of travel.</p> <p>The Contractor's handling charge of 2% is applicable in accordance with CLAUSE 4531.</p> <p>COST REIMBURSABLE TOTAL COST = \$50,000.00 (Estimated by the Government)</p>				0.00
0014	<p>OP-1 Subcontract Cost to acquire Instructors, Consultants and Subject Matter Experts (SMEs) when required and tasked. Subcontract support/cost is subject to approval by the FAA CO or delegated Government representative prior to performance. The task ordering process will be utilized to establish the task ceiling. ISO9000: N Electronic &amp; IT: 03 Amount: \$50,000.00 (Option Line Item) 09/01/2008</p> <p>Requirements to be tasked by the government, and sources to be determined by the Prime Contractor.</p> <p>FIXED PRICE TO BE NEGOTIATED TOTAL ESTIMATE = \$0.00 (Government Estimate)</p>				0.00
0015	<p>OP-1 Phase Out When requested by the government Price To Be Negotiated (TBN)</p> <p>Continued ...</p>				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057

PAGE 8 OF 53

NAME OF OFFEROR OR CONTRACTOR

TA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 09/01/2008  ***** OPTION YEAR 2 (Oct. 1, 2009 thru Sept. 30, 2010)  *****  FIRM FIXED PRICE TOTAL = \$2,092,929.00				
0016	OP-2 Operational Support to include Program Management, Administrative Support, and Reports IAW the PWS , Appendix A and attached CDRLS.  Services to be provided for 12 months 1/12 OF TOTAL PAID MONTHLY ISO9000: N Electronic & IT: 03 Amount: \$2,092,929.00 (Option Line Item) 09/01/2009  FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$1,406,608.00				0.00
0017	OP-2 Instructional Support Services For Resident (Onsite CMEL) Training to be provided when tasked IAW the PWS and Appendix A attached herein. Categories are established based on level of effort required (see Appendix C).  Quantities: In residence day Instruction Total Estimate = 904 days Level 1 Courses= 35 days Level 2 Courses= 345 days Level 3 Courses= 464 days Level 4 Courses= 60 days ISO9000: N Electronic & IT: 03 Amount: \$1,406,608.00 (Option Line Item) 09/01/2009  The established fixed prices per category (Course Level 1 thru 4) are identified in ISS Price List incorporated herein (SIR page 12r and 13r) and attached following section B. Continued ...				0.00



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057

PAGE 9 OF 53

NAME OF OFFEROR OR CONTRACTOR

TA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0018	<p>FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$374,562.00</p> <p>OP-2 Offsite Instructional Support Services For Field Training to be provided when tasked IAW the PWS and Appendix A attached herein. Categories are established based on level of effort required (see Appendix C).</p> <p>QUANTITY: Off site day Instruction Total Estimate = 236 DAYS Level 1 Courses = 16 days estimated Level 2 Courses = 172 days estimated Level 3 Courses = 49 days estimated ISO9000: N Electronic &amp; IT: 03 Amount: \$374,562.00 (Option Line Item) 09/01/2009</p> <p>The established fixed prices per category are identified in ISS Price List incorporated herein (SIR page 12r and 13r) and attached following section B.</p>				0.00
0019	<p>FIXED HOURLY RATE Total Estimated Price = \$499,554.00</p> <p>OP-2 Instructional Support Services for Design/Development or Redesign when tasked IAW the PWS and Appendix A attached herein.</p> <p>Quantity Estimated = 8172 Total Hours FIXED HOURLY RATE = \$ 61.13</p> <p>ISO9000: N Electronic &amp; IT: 03 Amount: \$499,554.00 (Option Line Item) 09/01/2009</p> <p>Requirements to be tasked when required A NOT-TO-EXCEED CEILING WILL BE ESTABLISHED FOR EACH TASK</p>				0.00
0020	<p>COST REIMBURSABLE TOTAL COST = \$302,500.00 (estimated by the Government)</p> <p>OP-2 Travel (Transportation and Subsistence) for expenses incurred when tasked and authorized Continued ...</p>				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057PAGE OF  
10 53

NAME OF OFFEROR OR CONTRACTOR

ATA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>for related travel required to deliver Instructional Support Services. Expenses are reimbursable in accordance with FAA Contract Clause CLA 4531 entitled Reimbursement of Travel Costs.</p> <p>Payable monthly, upon receipt of acceptable invoices and compliance with CLA 4531. All travel requirements to be requested by the Government and authorized by the CO in advance of travel. ISO9000: N Electronic &amp; IT: 03 Amount: \$302,500.00 (Option Line Item) 09/01/2009</p> <p>All travel requirements to be requested by the Government and authorized by the CO in advance of travel.</p> <p>The Contractor's handling charge of 2% is applicable in accordance with CLAUSE 4531.</p> <p>COST REIMBURSABLE TOTAL COST = \$50,000.00 (Estimated by the Government)</p>				
0021	<p>OP-2 Subcontract Cost to acquire Instructors, Consultants and Subject Matter Experts (SMEs) when required and tasked. Subcontract support/cost is subject to approval by the FAA CO or delegated Government representative prior to performance. The task ordering process will be utilized to establish the task ceiling. ISO9000: N Electronic &amp; IT: 03 Amount: \$50,000.00 (Option Line Item) 09/01/2009</p> <p>Requirements to be tasked by the government, and sources to be determined by the Prime Contractor.</p> <p>FIXED PRICE TO BE NEGOTIATED TOTAL ESTIMATE = \$0.00 (Government Estimate)</p>				0.00
0022	<p>OP-2 Phase Out When requested by the government Price To Be Negotiated (TBN)</p> <p>ISO9000: N Electronic &amp; IT: 03 Amount: \$0.00 (Option Line Item) 09/01/2009</p> <p>***** Continued ...</p>				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057PAGE OF  
11 53

NAME OF OFFEROR OR CONTRACTOR

ATA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	OPTION YEAR 3 (Oct. 1, 2010 thru Sept. 30, 2011)  *****				
0023	FIRM FIXED PRICE TOTAL = \$2,174,963.00  OP-3 Operational Support to include Program Management, Administrative Support, and Reports IAW the PWS , Appendix A and attached CDRLs.  Services to be provided for 12 months 1/12 OF TOTAL PAID MONTHLY ISO9000: N Electronic & IT: 03 Amount: \$2,174,963.00 (Option Line Item) 09/01/2010  FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$1,657,004.00				0.00
0024	OP-3 Instructional Support Services For Resident (Onsite CMEL) Training to be provided when tasked IAW the PWS and Appendix A attached herein. Categories are established based on level of effort required (see Appendix C).  Quantities: In residence day Instruction Total Estimate = 904 days Level 1 Courses= 35 days Level 2 Courses= 345 days Level 3 Courses= 464 days Level 4 Courses= 60 days ISO9000: N Electronic & IT: 03 Amount: \$1,657,004.00 (Option Line Item) 09/01/2010  The established fixed prices per category (Course Level 1 thru 4) are identified in ISS Price List incorporated herein (SIR page 12r and 13r) and attached following section B.  FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$439,088.00				0.00
0025	OP-3 Offsite Instructional Support Services For Field Training to be provided when Continued ...				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057

PAGE 12 OF 53

NAME OF OFFEROR OR CONTRACTOR

ATA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>tasked IAW the PWS and Appendix A attached herein. Categories are established based on level of effort required (see Appendix C).</p> <p>QUANTITY: Off site day Instruction Total Estimate = 236 DAYS Level 1 Courses = 16 days estimated Level 2 Courses = 172 days estimated Level 3 Courses = 49 days estimated ISO9000: N Electronic &amp; IT: 03 Amount: \$439,088.00 (Option Line Item) 09/01/2010</p> <p>The established fixed prices per category are listed in the SIR ISS Price List incorporated herein (SIR page 12r and 13r) and attached following section B.</p> <p>FIXED HOURLY RATE Total Estimated Price = \$ 587,069.00</p>				
0026	<p>OP-3 Instructional Support Services for Design/Development or Redesign when tasked IAW the PWS and Appendix A attached herein.</p> <p>Quantity Estimated = 9235 Total Hours FIXED HOURLY RATE = \$ 63.57</p> <p>ISO9000: N Electronic &amp; IT: 03 Amount: \$587,069.00 (Option Line Item) 09/01/2010</p> <p>Requirements to be tasked when required A NOT-TO-EXCEED CEILING WILL BE ESTABLISHED FOR EACH TASK</p> <p>COST REIMBURSABLE TOTAL COST = \$332,500.00 (estimated by the Government)</p>				0.00
0027	<p>OP-3 Travel (Transportation and Subsistence) for expenses incurred when tasked and authorized for related travel required to deliver Instructional Support Services. Expenses are reimbursable in accordance with FAA Contract Clause CLA 4531 entitled Reimbursement of Travel Costs.</p> <p>Payable monthly, upon receipt of acceptable invoices and compliance with CLA 4531. All travel Continued ...</p>				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057

PAGE 13 OF 53

NAME OF OFFEROR OR CONTRACTOR

ATA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	requirements to be requested by the Government and authorized by the CO in advance of travel. ISO9000: N Electronic & IT: 03 Amount: \$332,500.00 (Option Line Item) 09/01/2010  All travel requirements to be requested by the Government and authorized by the CO in advance of travel.  The Contractor's handling charge of 2% is applicable in accordance with CLAUSE 4531.  COST REIMBURSABLE TOTAL COST = \$50,000.00 (Estimated by the Government)				
0028	OP-3 Subcontract Cost to acquire Instructors, Consultants and Subject Matter Experts (SMEs) when required and tasked. Subcontract support/cost is subject to approval by the FAA CO or delegated Government representative prior to performance. The task ordering process will be utilized to establish the task ceiling. ISO9000: N Electronic & IT: 03 Amount: \$50,000.00 (Option Line Item) 09/01/2010  Requirements to be tasked by the government, and sources to be determined by the Prime Contractor.  FIXED PRICE TO BE NEGOTIATED TOTAL ESTIMATE = \$0.00 (Government Estimate)				0.00
0029	OP-3 Phase Out When requested by the government Price To Be Negotiated (TBN)  ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 09/01/2010  ***** OPTION YEAR 4 (Oct. 1, 2011 thru Sept. 30, 2012) *****  FIRM FIXED PRICE TOTAL = \$2,260,248.00  Continued ...				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057

PAGE 14 OF 53

NAME OF OFFEROR OR CONTRACTOR

ATA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0030	<p>OP-4 Operational Support to include Program Management, Administrative Support, and Reports IAW the PWS , Appendix A and attached CDRLS.</p> <p>Services to be provided for 12 months 1/12 OF TOTAL PAID MONTHLY ISO9000: N Electronic &amp; IT: 03 Amount: \$2,260,248.00 (Option Line Item) 09/01/2011</p> <p>FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$1,908,804.00</p>				0.00
0031	<p>OP-4 Instructional Support Services For Resident (Onsite CMEL) Training to be provided when tasked IAW the PWS and Appendix A attached herein. Categories are established based on level of effort required (see Appendix C).</p> <p>Quantities: In residence day Instruction Total Estimate = 904 days Level 1 Courses= 35 days Level 2 Courses= 345 days Level 3 Courses= 464 days Level 4 Courses= 60 days ISO9000: N Electronic &amp; IT: 03 Amount: \$1,908,804.00 (Option Line Item) 09/01/2011</p> <p>The established fixed prices per category (Course Level 1 thru 4) are identified in ISS Price List incorporated herein (SIR page 12r and 13r) and attached following section B.</p> <p>FIXED PRICE PER DAY INSTRUCTION TOTAL ESTIMATED COST = \$507,287.00</p>				0.00
0032	<p>Op-4 Offsite Instructional Support Services For Field Training to be provided when tasked IAW the PWS and Appendix A attached herein. Categories are established based on level of effort required (see Appendix C).</p> <p>QUANTITY: Off site day Instruction Total Estimate = 236 DAYS Level 1 Courses = 16 days estimated Continued ...</p>				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057PAGE OF  
15 53

NAME OF OFFEROR OR CONTRACTOR

ATA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Level 2 Courses = 172 days estimated Level 3 Courses = 49 days estimated ISO9000: N Electronic & IT: 03 Amount: \$507,287.00 (Option Line Item) 09/01/2011  The established fixed prices per category are listed in the SIR ISS Price List incorporated herein (SIR page 12r and 13r) and attached following section B.  FIXED HOURLY RATE Total Estimated Price = \$689,858.00				
0033	OP-4 Instructional Support Services for Design/Development or Redesign when tasked IAW the PWS and Appendix A attached herein.  Quantity Estimated = 10435 Total Hours FIXED HOURLY RATE = \$ 66.11  ISO9000: N Electronic & IT: 03 Amount: \$689,858.00 (Option Line Item) 09/01/2011  Requirements to be tasked when required A NOT-TO-EXCEED CEILING WILL BE ESTABLISHED FOR EACH TASK  COST REIMBURSABLE TOTAL COST = \$366,025.00 (estimated by the Government)				0.00
0034	OP-4 Travel (Transportation and Subsistence) for expenses incurred when tasked and authorized for related travel required to deliver Instructional Support Services. Expenses are reimbursable in accordance with FAA Contract Clause CLA 4531 entitled Reimbursement of Travel Costs.  Payable monthly, upon receipt of acceptable invoices and compliance with CLA 4531. All travel requirements to be requested by the Government and authorized by the CO in advance of travel. ISO9000: N Electronic & IT: 03 Amount: \$366,025.00 (Option Line Item) 09/01/2011  Continued ...				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAAC-07-D-00057

PAGE 16 OF 53

NAME OF OFFEROR OR CONTRACTOR

ATA MANAGEMENT SERVICES JOINT VENTURE

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All travel requirements to be requested by the Government and authorized by the CO in advance of travel.  The Contractor's handling charge of 2% is applicable in accordance with CLAUSE 4531.  COST REIMBURSABLE TOTAL COST = \$50,000.00 (Estimated by the Government)				
0035	OP-4 Subcontract Cost to acquire Instructors, Consultants and Subject Matter Experts (SMEs) when required and tasked. Subcontract support/cost is subject to approval by the FAA CO or delegated Government representative prior to performance. The task ordering process will be utilized to establish the task ceiling. ISO9000: N Electronic & IT: 03 Amount: \$50,000.00 (Option Line Item) 09/01/2011  Requirements to be tasked by the government, and sources to be determined by the Prime Contractor.  FIXED PRICE TO BE NEGOTIATED TOTAL ESTIMATE = \$0.00 (Government Estimate)				0.00
6	OP-4 Phase Out When requested by the government Price To Be Negotiated (TBN)  ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 09/01/2011  The total amount of award: \$23,932,654.00. The obligation for this award is shown in box 14G.				0.00



A2

### INSTRUCTIONAL SUPPORT SERVICES PRICE LIST SUMMARY

Base Yr			
CLIN	SERVICE DESCRIPTION	Est Instructor Days	Price per Instructor Day
0003	Resident		
	Level 1	35	786
	Level 2	345	786
	Level 3	464	1,456
	Level 4	60	786
0004	Field		
	Level 1	16	958
	Level 2	172	977
	Level 3	49	1,827
	Level 4	0	977

Option I			
CLIN	SERVICE DESCRIPTION	Est Instructor Days	Price per Instructor Day
0010	Resident		
	Level 1	40	816
	Level 2	390	816
	Level 3	524	1,513
	Level 4	68	816
	Field		
0011	Level 1	18	997
	Level 2	194	1,017
	Level 3	55	1,896
	Level 4	0	1,017

Option II			
CLIN	SERVICE DESCRIPTION	Est Instructor Days	Price per Instructor Day
0017	Resident		
	Level 1	45	848
	Level 2	440	848
	Level 3	592	1,571
	Level 4	77	848
0018	Field		
	Level 1	20	1,035
	Level 2	220	1,053
	Level 3	62	1,971
	Level 4	0	1,053

A2

### INSTRUCTIONAL SUPPORT SERVICES PRICE LIST SUMMARY (Con't)

Option III			
CLIN	SERVICE DESCRIPTION	Est Instructor Days	Price per Instructor Day
0024	Resident		
	Level 1	51	884
	Level 2	498	884
	Level 3	670	1,634
	Level 4	87	884
0025	Field		
	Level 1	22	1,076
	Level 2	248	1,097
	Level 3	70	2,048
	Level 4	0	1,097

Option IV			
CLIN	SERVICE DESCRIPTION	Est Instructor Days	Price per Instructor Day
0031	Resident		
	Level 1	56	918
	Level 2	553	918
	Level 3	743	1,698
	Level 4	96	918
0032	Field		
	Level 1	25	1,120
	Level 2	275	1,139
	Level 3	78	2,129
	Level 4	0	1,139

ISD			
CLIN	Instructional Design/Development/Redesign	Est. Hours	Total Estimated Cost
0005	Base Year	6400	362,496
0012	Option I	7232	425,314
0019	Option II	8172	499,554
0026	Option III	9235	587,069
0033	Option IV	10435	689,858

**PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT****C.1 WORK STATEMENT**

See Appendix A – Entitled FAA Academy, Performance Work Statement for CMEL

**C.2 CONTRACT DEFINITIONS**

C.2.1 Contractor Team Arrangements (Teaming): an arrangement in which (1) two or more companies form a partnership to perform the services required herein. The potential prime contractor provides key personnel and meet the qualifications described herein for the Offerors and performance for at least 51% of the services; and The partner acts as its subcontractor(s) under this contract. Under the teaming arrangement all prices and rates are charged by the prime including subcontractor cost/price(s) for the fixed prices, labor categories and respective rates set forth in the Contract Schedule B Supplies/Services Cost/Price.

Note: Teaming arrangements or subcontract arrangements do not limit the rights of the FAA or requirements to comply with the terms and provisions of the Contract (ref. AMS Clause 3.10.2-3). The prime contractor is held fully responsible for contract performance regardless of the type arrangement, including provisions for Security, and Data rights owned or controlled by the FAA.

C.2.2. Contractor's Cost means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of the date purchased, plus properly identified and supported freight or transportation costs) for parts acquired by the contractor for performance under this contract.

C.2.3 Direct Labor hours – those hours of labor which are identifiable as being performed directly on an item of the contract and which serve as a basis for payment of the Hourly Composite Rate set forth in Section B. The method of charging direct labor hours to this contract must conform to the contractor's accepted normal accounting practices and procedures, and allow for verification to the sources of the costs incurred. The term Direct Labor Hours does not include time for the indirect work of overhead and supervisory employees such as officer, engineers, supervisors, foremen, quality control inspectors, material handlers, clerks, typists timekeepers, watchmen and truck drivers.

C.2.4 Hourly Composite Rate includes direct and indirect labor, indirect material, overhead and profit. Payment under the applicable item will be computed by multiplying the Direct labor hours expended, by the Hourly composite rate. The amounts payable for fractional parts of an hour may be prorated by fractions or increments not less than one-tenth (1/10) of one hour.

C.2.5 New, Used Parts means serviceable parts that have never been used, which conform to current production standards and which are intended for replacement for like irreparable parts.

C.2.6 Parts means any part furnished by the contractor under this contract (greater than \$20, acquired with Government funds via Schedule B – CLIN entitled materials/supplies/components. In no event shall any part be acquired at a price in excess of the property current values, or in excess of the commercial price offered to the most favored customer (discounts are expected to be applied) for the same item in like quantity, or the current market price, whichever is lower. Documentation

C.2.7 Performance Check – A test or check of equipment in its operational (or Functional) environment shall be made monthly using equipment procedures and limits specified in the applicable authorized manufacturing publications, manuals, and specifications to assure that all items perform as specified.

C.2.8 Phase-In: Transition in the change of work effort from the current contractor(s).

C.2.9 Phase-Out: Transition in the change of work effort from the contract prime to the new contractor.

C.2.10 Repair means the condition of an item which can be returned to service after repair or rework in accordance procedures, tolerances and limits established by the overhaul and repair instructions issued by the item manufacturer.

C.2.11 Subcontract: For the purposes of this contract, subcontract effort is repair and maintenance, or Instructional services that are necessary to support deliverables identified in this contract.

### C.3 DOCUMENT AVAILABILITY

FAA documents referenced for this requirement may be located at FAA Center for Management and Executive Learning Library, Palm Coast Florida or will be made available by CO upon request.

### C.4 POST AWARD CONFERENCE

(a) A post-award conference with the successful contractor will be required and will be held as soon as possible after award of the contract. The conference will be held at CMEL Training Site, Palm Coast, Florida.

(b) The Contractor will be given 7 business days notice by the Contracting Officer prior to the date of the conference.

### C.5 TRANSITION REQUIREMENTS

(a) This contract contains transition requirements which must be accomplished in accordance with an FAA approved transition plan.

(b) The Contractor's transition plan shall include a method to facilitate receipt, during the transition period, of all work in process which cannot be completed by the incumbent contractor prior to contract start-up and work which cannot be postponed. This plan of action is to enable the contractor to plan, estimate, and obtain the resources required to perform the work.

(c) The Contractor shall not assume that incumbent contractor employees will be available to guide, direct, or specifically orient each contractor employee. The Contractor shall cooperate with the incumbent contractor during the transition period and shall conform to the transition plan as approved by the Government.

(d) During the transition period, the contractor shall provide for contingency services required or caused by a work disruption or stoppage by the incumbent contractor.

### C.6 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE

(SEP 2001)

CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

## PART I - SECTION D - PACKAGING AND MARKING

### D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING (JAN 1997)

CLA.2110

Preservation, packaging, and packing shall be in accordance with the industry's standard commercial practices to protect from contamination and damage. The outside of the shipping container shall be marked with the applicable contract number and delivery order number.

**PART I - SECTION E - INSPECTION AND ACCEPTANCE****E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)****CLA.1908**

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled:

"Inspection of Services -- Fixed-Price and Cost Reimbursement" (AMS.3.10.4-4)", and  
 "Inspection--Time-and-Materials and Labor-Hour" (AMS 3.10.4-5)

**AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-4	<b>INSPECTION OF SERVICES--BOTH FIXED-PRICE &amp; COST REIMBURSEMENT</b> (applicable to CLIN(s) 2, 3, 4 and respective Option year CLIN numbers)	APRIL 1996
3.10.4-5	<b>INSPECTION TIME AND MATERIAL AND LABOR HOUR</b> (applicable to CLIN(s) 5 and respective Option year CLIN numbers)	APRIL 1996

**PART I - SECTION F - DELIVERIES OR PERFORMANCE****F.1 AUTHORIZED PERFORMANCE (JAN 1997)****CLA.0168r**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Task Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed in writing by the CO or designated representative.

**F.2 PRINCIPAL PLACE OF TRAINING (JAN 1997)****CLA.0180r**

The principal place of performance for CMEL Instructional Support and related Services is:

FAA Center for Management and Executive Learning (CMEL)  
 4500 Palm Coast Parkway, SE  
 Palm Coast Florida

Field Locations may be ordered as directed by the Contracting Officer or Contracting Officer's Technical Representative (COTR). Services required outside of Palm Coast will be conducted at Government-furnished facilities, normally located within the United States, but may on occasion be located outside of the United States territories.

A2

**F.3 CHANGE TO INDIVIDUAL TASK/DELIVERY ORDER SCHEDULE (JAN 1997)**  
**CLA.1137r**

(a) The delivery schedule(s) for all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the delivery schedule(s) defined in the task order, and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the task order shall be formally documented and the delivery order(s) shall be modified to incorporate consideration received by the government.

(c) A delivery order change by modification made pursuant to this clause shall not affect the delivery schedule(s) of any other tasks order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

**F.4 CONTRACT PERIOD (JAN 1997)** **CLA.1604**

The effective period of this contract is August 22, 2007 through September 30, 2008 for the base year, and if extended by exercise of option, one-year option periods designated as follows:

Beginning 1 Oct 2008 through 30 September 2009

1 Oct 2009 through 30 September 2010

1 Oct 2010 through 30 September 2011

1 Oct 2011 through 30 September 2012

**F.5 TRANSITION PERIOD**

This contract includes a 40-day transition period beginning August 22, 2007, followed by the base year of performance beginning October 1, 2007 and ending September 30, 2008. The base year may be extended annually by exercise of four one-year option periods. Exercise of the option is at the sole discretion of the Government. *The transition period will be adjusted accordingly in the event award is not made sufficiently in advance to meet the date for transition (beginning August 22, 2007).*

**F.6 DELIVERY SCHEDULE**

All requirement deliverables shall be scheduled as described in the Performance Work Statement, and task order schedules issued during the performance period.

**F.7 DELIVERABLE REPORTS**

The contractor is required to submit the following reports within the time period specified (See attached CDRLS).

A001 Procurement Reports

A002 Contract Funds Status Report

A003 Evaluation Data Report

A004 Activity Report

A005 Annual Report

A006 Hardware and Bench Repair Report

A007 Instructional Design Report

**F.8 DELIVERY OF MATERIALS**

The Contractor shall deliver material including but not limited to original work papers, notes and drafts, printed materials, and pamphlets developed in the performance of this contract, if requested by the Contracting Officer or COTR. The delivery date for materials, publications etc. shall be established as "after receipt of order" (days) from the date of written request by the Contracting Officer or the COTR. This material is considered "subject data" in accordance with the provisions of the AMS clause 3.5-13 entitled "Rights in Data--- General".

**AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-8	SUSPENSION OF WORK	AUGUST 1998
3.10.1-9	STOP-WORK ORDER	OCT 1996
3.10.1-11	GOVERNMENT DELAY OF WORK	APRIL 1996
3.11-34	F.O.B. DESTINATION	APRIL 1999

**PART I - SECTION G - CONTRACT ADMINISTRATION DATA****G.1 OPTION TO EXTEND SERVICES (JAN 1997)****CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

**G.2 INVOICING PROCEDURES - GENERAL (JAN 2002)****CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

## (1) The original to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

## (2) One copy to:

FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-310)  
P.O. Box 25082  
Oklahoma City, OK 73125

A2

(3) One copy to:

DOT/FAA Academy  
CMEL (AMA-3)  
4500 Palm Coast Parkway, S.E.  
Palm Coast, Florida 32137-8077

- (b) Each invoice shall highlight the following information:
- (1) Contract number and applicable Delivery Order number.
  - (2) Noun description of services and/or supplies, including applicable contract line item number(s) and quantity(s) for services/supplies that were provided.
  - (3) Extended totals for invoiced quantities, and cumulative total.

Note: Supporting documentation for travel reimbursement or labor hours is required for payment.

**G.3 ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

**G.4 INCREMENTAL FUNDING (JAN 1997)**

**CLA.2604**

- (a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.
- (b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.
- (c) This clause becomes inoperative when the contract period is fully funded.

**G.5 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JAN 1997) CLA.4529**

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

**G-6 3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JULY 1996)**

- (a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.
- (b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.



**PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 DELIVERY ORDER NOT-TO-EXCEED PRICE**

(a) A Delivery Order will be issued to identify the required delivery for Contract Line Item Number(s), rate(s)/price(s), funding obligations, and the performance period in accordance with the established provisions of this Contract. The Delivery Order shall identify the Not-To-Exceed (NTE) estimate in total dollars for CLINS that are other than Firm Fixed Price.

(b) As a result of ordering CLIN services, the Delivery Order will identify a total "Not-to- Exceed" (NTE) ceiling. The services shall be ordered IAW with the established rates/prices and estimated totals established in Section B – Supplies/Services Costs/Price. The Contractor shall not exceed the obligated CLIN totals identified in the Delivery Order.

(c) A ceiling price will be established for each Tasked Delivery Order issued hereunder. The FAA shall not be obligated to pay the Contractor any amount in excess of the total price ceiling set forth in the tasked order, and the contractor shall not be obligated to continue performance if to do so would exceed the established total ceiling price, unless and until the Contracting Officer or designated representative shall have notified the Contractor in writing that exceeding the total price for the Task Order has been authorized and funding is available for the revised total.

(d) The sum of all of Task Orders shall not exceed the total obligated funding on the Delivery Order.

**H.2 TASK ORDERS**

(a) Segregable tasks are contemplated and may be required under this contract. Task orders may be issued by the Contracting Officer for effort described under this contract, at any time within the term of this contract, or any extension of performance under the option clause of the contract. The following activity governs such effort.

(1) The COTR issues a request for task to the contractor with the related schedule. Authorized requests for task proposals are issued only by the FAA Contracting Officer or COTR and may be issued separately before or after the Delivery Order is issued.

(2) Any required service shall only be performed by qualified personnel, in facilities designated by the Contracting Officer or COTR. The Contractor submits the proposed task response to the COTR including the information listed below:

- (i) a proposed management plan of action
- (ii) concurrence of ability to meet the milestones or alternate milestones
- (iii) proposed completion or delivery date
- (iv) proposed travel costs
- (v) For CLINs that are not established as Fixed Price, submit a breakdown of the proposed costs by number of hours and labor category as applicable to Part I, section B
- (vi) a breakdown and description of the proposed direct material costs (if applicable)

(3) Services shall not commence until receipt of a task order(s), signed, dated, and issued by the Contracting Officer or designated representative. Task orders will be issued in the order of priority (as designated by the COTR), which may be periodically updated. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the designated order of priority unless written direction to deviate is received from the COTR. Each task order will contain the following information.

- (i) Contract Number, delivery order number and applicable task order number
- (ii) Description of services to be performed
- (iii) Delivery Schedule
- (iv) Total estimated cost ceiling
- (v) applicable special provisions.

A2

(4) The Contractor will be given a minimum of 10 calendar days to commence work under any authorized task order issued pursuant to this contract.

(b) Tasks may also be issued, when the Contracting Officer or COTR receives a requirement for delivery of specific tasks supporting (publications, copies, etc) CMEL training operations through conferencing or symposiums. The task may include special details associated with completion of the task. Such tasks will not be individually estimated under the Fixed Price arrangement.

(c) When, in the opinion of the contractor, a task order is considered to be outside the scope of this contract the contractor shall notify the Contracting Officer. No further action shall be taken by the contractor until the issue is resolved, or direction is given by the Contracting Officer.

### **H.3 CANCELLATION POLICY**

Tasks issued for Instructional Support are driven by the needs and demands for Training. Consequently schedules that are coordinated for tasks may be adjusted as enrollment information/participation is confirmed. The adjustments shall be coordinated and discussed via regularly scheduled status meetings described in the PWS. In some cases the enrollment may be insufficient to conduct the scheduled training. The FAA reserves the right to cancel scheduled deliverables identified per task (classroom instruction, seminars, conferences, symposiums etc.) up to 10 days prior to the start date of the class.

### **H.4 LIMITATION OF GOVERNMENT'S OBLIGATION -- ALLOTMENT OF FUNDS**

(a) The Government shall not be obligated to pay the contractor any amount in excess of the amount so set forth in each delivery order and the contractor shall not be obligated to continue performance by virtue of which the FAA's obligation hereunder would exceed the amount set forth in each delivery order unless and until the Contracting Officer has notified the contractor in writing that such amount has been increased and shall have specified in such notice a revised amount which shall thereupon constitute the Not-to-Exceed Ceiling for performance of the delivery order.

(b) The contractor shall notify the Contracting Officer in writing at the earliest practicable time whenever it is expected that costs to be incurred within the succeeding thirty (30) days will exceed 75 percent (75%) of the amount stated in the Delivery Order. The contractor will also notify the Contracting Officer in writing at any other time if expected costs to be incurred for items chargeable to each Task Order will be substantially greater or less than ceiling amount of the Task Order.

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a delivery order by an Administrative Revision" or "Modification of Contract" on a unilateral basis to the respective Delivery Order. In no event shall the Contracting Officer decrease funds below the amount incurred by the contractor at the time of the notice of decrease.

### **H.5 STAFFING/RESOURCE UTILIZATION**

The Contractor shall assure that all persons employed on this contract possess the required skills and are assigned duties consistent with the job classifications for which they were employed. Any Department of Labor imposed fine, penalty or upward salary adjustment resulting from the Contractor's failure to properly utilize classified employees, shall be the contractor's responsibility and shall not be allowed for the purposes of reimbursement under this contract.

### **H.6 PHASE IN**

(a) Upon award the contractor will be allowed access to the facilities to familiarize the key personnel with the current operations. The purpose of the Phase-in period is to:

A2

- (1) Observe work accomplished by the incumbent contract;
- (2) Become thoroughly familiar with work requirements, work procedures, and status of all tasks;
- (3) Complete training requirements and accomplish necessary training of contractor employees; and
- (4) Obtain identification badges for contractor employees.

(b) Contractor access must not interfere with the activities of current contract personnel. To preclude such interference, arrangements will be made with the Contracting Officer or the designated representative.

(c) The Contractor shall assume responsibility for all tasks at the beginning of the base year contract performance period.

## **H.7 DISSEMINATION OF CONTRACT INFORMATION**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed for publication or distributed shall be submitted to the Contracting Officer.

## **H.8 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997)**

CLA.0148

Procedures for communicating student absences, serious illness, injuries, or death to an FAA student shall be as follows:

- (a) In the event that an FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.
- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

## **H.10 DIRECT HOURLY LABOR RATE (JAN 1997)**

CLA.0125

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

A2

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

NOTE:

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer.

EXAMPLE

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

<u>Labor Category</u>	<u>Rate Paid</u>	<u>Actual Labor Worked</u>	<u>Hours Dollars</u>	<u>Total Labor</u>
Contract Skill I	Employee A - \$22.00		100	\$ 2,200.00
	Employee B - \$20.00		100	2,000.00
	Employee C - \$19.00		100	1,900.00
	Employee D - \$19.50		<u>100</u>	<u>1,950.00</u>
Invoice Total			400	\$ 8,050.00
Previous Totals (All other invoices)			<u>4,000</u>	<u>79,950.00</u>
Cumulative Total			<u>4,400</u>	<u>\$88,000.00</u>

Cumulative Weighted Average:  $\$88,000 / 4,400 \text{ hours} = \$20.00$

Cumulative Amount Billed:  $\$38.00 \times 4,400 \text{ hours} = \$167,200$

Contract Skill II	Employee G - \$18.00		100	\$ 1,800.00
	Employee H - \$19.00		100	1,900.00
	Employee J - \$18.50		<u>100</u>	<u>1,850.00</u>
Invoice Total			300	\$ 5,550.00
Previous Totals (All other invoices)			<u>4,000</u>	<u>74,400.00</u>
Cumulative Total			<u>4,300</u>	<u>\$79,950.00</u>

Cumulative Weighted Average  $\$79,950 / 4,300 \text{ hours} = \$18.59$

Cumulative Amount Billed:  $\$32.00 \times 4,300 \text{ hours} = \$137,600$

## Final Billing Adjustment

## Skill I

Wage ratio 93% ( $\$20.00/\$21.50$ ), Variance 7% ( $100\%-93\%$ ),

Adjustment 5% ( $98\%-93\%$ )

Credit to Government \$8,360 ( $\$167,200 \times 5\%$ )

## Skill II

Wage ratio 99% ( $\$18.59/\$18.75$ ), Variance 1% ( $100\%-99\%$ ),

Adjustment 0% ( $98\%-99\%$ )

Credit to Government \$-0- ( $\$137,600 \times 0\%$ )

**H.11 CONTRACT SHUTDOWN PROCEDURES PENDING  
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)****CLA.1051**

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

**H.12 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001) CLA.1262**

(a) **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) **Government Screening Standards for Contractor Personnel.**

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

A2

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request

for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

### **H.13 FAA FACILITY REGULATIONS (OCT 2006)**

**CLA.3402**

Contractor personnel, including employees of subcontractors at any tier, suppliers, etc., working at or visiting an FAA facility, shall abide by all applicable regulations in effect at that facility governing their conduct, including, but not limited to, those regulations pertaining to traffic, parking, security, and airport -matters. A non-inclusive list of such regulations is below. The full text of these is available at the website shown or can be obtained by contacting your Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR).

#### **FAA ORDERS/DIRECTIVES**

**Security**

**FAA Order 1600.72**

**[http://www.faa.gov/about/office org/headquarters offices/ash/ash programs/investigations/isp/media/16072.doc](http://www.faa.gov/about/office_org/headquarters_offices/ash/ash_programs/investigations/isp/media/16072.doc)**

A2	
Harassment Accountability board	FAA Order 1110.125A, <a href="http://www.faa.gov/ahr/policy/order/orders/index.cfm">http://www.faa.gov/ahr/policy/order/orders/index.cfm</a>
Smoking	FAA Order 3900.47 <a href="http://www.faa.gov/ahr/policy/order/orders/index.cfm">http://www.faa.gov/ahr/policy/order/orders/index.cfm</a>
Safety/OSHA	FAA Order 3900.19B <a href="http://employees.faa.gov/employee_services/emerg_safety/media/FINAL3900.pdf">http://employees.faa.gov/employee_services/emerg_safety/media/FINAL3900.pdf</a>
Ramp/airdrome safety	<a href="http://www.faa.gov/runwaysafety/ontheground.cfm">http://www.faa.gov/runwaysafety/ontheground.cfm</a>  FAA Order 5200.7A <a href="http://www.faa.gov/runwaysafety/pdf/5200.7A.pdf">http://www.faa.gov/runwaysafety/pdf/5200.7A.pdf</a>
Internet use policy	FAA Order 1370.79A <a href="http://www.faa.gov/about/office_org/headquarters_offices/aio/documents/">http://www.faa.gov/about/office_org/headquarters_offices/aio/documents/</a>

### MMAC ORDERS/DIRECTIVES

**Contact your Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR)**

#### **H.15 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007)**

**CLA.4531**

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling

A2  
charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

#### **H.16 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)**

**CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

#### **H.19 SECURITY – UNESCORTED ACCESS ONLY (JUNE 2006)**

**CLA.4554r**

(a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials

or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.



A2

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

<u>Position</u>	<u>Risk Level</u>
<b>Project Manager</b>	<b>5</b>
Health Educator	5
Evaluation Specialist	5
Instructor	5
Instructor Designer/Developer	5
Webpage Designer	5
Data Entry Operator II	3
Property Clerk	3
Network Administrator	6
Computer Applications Specialist	5
Electronic Maintenance Technician	5
Editor/Desktop Publisher	1
Library technician	1
Material Clerk	1
Administrative Assistant	1
Registrar	1
Purchasing Agent	1

(d) Not later than (15 days) after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) The applicable Questionnaire, as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, shall be completed (all questions answered) in accordance with the instruction sheet. The Questionnaire may be submitted along with the OF-306 Declaration for Federal Employment, most current edition, for Low Risk positions.

(2) Two fingerprint cards (FD-258). Fingerprinting facilities are available or coordinated through the SSE. Contractors must have a completed fingerprint check (and a favorable adjudication) before issuance of identification card. The Security and Investigations Division, AMC-700, will fingerprint contract employees. **ASO-750 Security and Hazardous Security staff is located at FAA Southern Region, College Park GA 30337.** All fingerprint cards shall be written in black or blue ink or typewritten with all answerable question blocks completed and shall be signed and dated within the 60-day period preceding the submission.

(3) The applicant shall appear in person and provide two forms of identity source documents, in original form, to the PIV Registrar (also known as the SSE or authorized Trusted Agent). Acceptable identity source documents must be from the lists of acceptable documents identified by Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. The I-9 Form itself may or may not be used, but the applicant must still provide and have verified two source documents. At least one document shall be a valid State or Federal Government-issued picture Identification.

(4) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72, Contract and Industrial Security Program, Chapter

A2

5, paragraph 14.b, the investigative forms required for submission to Personnel Security shall include the OF-306, Declaration for Federal Employment, for positions requiring the fingerprint check only.

Additionally, Moderate Risk positions requiring fiduciary responsibilities and High Risk Positions shall also include the DOT Form 1631, Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act. This form shall also be submitted for High Risk positions.

Lastly, for applicants with current or former military employment history, the SF-180, Request Pertaining to Military Records, must be submitted for Personnel Security to obtain the records from the Federal Records Center.

Investigative Form submission should be as follows:

- Low Risk Positions with fingerprint checks only (example, title search, and credit union):

FD-258 fingerprint card  
OF-306 Declaration for Federal Employment  
Record Check Requests (data entry sheet for Personnel Security)  
Identifier/accounting sheet

- Low and Moderate Risk requiring a National Agency Check and Inquiries (NACI):

FD-258 fingerprint card  
SF-85P Questionnaire for Public Trust Positions  
SF-180 Request Pertaining to Military Records  
Identifier/accounting sheet

- Moderate Risk Positions with Fiduciary responsibility requiring a NACI:

FD-258 fingerprint card  
SF-85P Questionnaire for Public Trust Positions  
SF-180 Request Pertaining to Military Records  
Identifier/accounting sheet  
DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

- High Risk Positions requiring a Background Investigation (BI):

FD-258 fingerprint card  
SF-85P Questionnaire for Public Trust Positions  
SF-180 Request Pertaining to Military Records  
Identifier/accounting sheet

DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA; however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for whom a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

A2

For all contracts over 6 months in duration, the employee is considered permanent. The minimum background investigation requirement for permanent employees is a National Agency Check with Inquiries (NACI). If the contract includes positions that are temporary, seasonal, or under escort only, a FAA Form 1600-77 for each specific position shall be established, as investigative requirements may differ.

(5) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

**FAA Security and Hazardous Security Staff/ASO 750c  
Southern Region  
1701 Columbia Ave.  
College Park, GA 30337**

(6) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

- (1) the submittal of all necessary forms within 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions:

**NONE**

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

A2

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

(m) All contractor personnel involved with the performance of this contract requiring access as defined by this clause, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(n) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

## **H.20 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006)**

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by

and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

## **H.21 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)**

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

## **H.22 AMS 3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)**

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

A2

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The identified key personnel and/or facilities under this contract are:

Program Manager and Alternate Program Manager

Network Administrator

Instructors

Instructor Designers/Developers

Evaluation Specialist

Registrar

## **PART II - SECTION I - CONTRACT CLAUSES**

### **I. 1 CEILING PRICE (JAN 1997)**

**CLA.0120r**

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order/task order issued hereunder and will vary depending on the work to be performed.

### **I.2 AMS 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2006)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(1) Termination of the contract.

(2) Exclusion from subsequent FAA contracts.

(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

**ANNUAL CERTIFICATION OF  
DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS**

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☒ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

**DMS JOINT VENTURE**

Company Name

Date

*Joseph Kopfman*  
Financial Officer

*8 AUGUST 07*

A2

**I.3 AMS 3.2.4-16r ORDERING (OCTOBER 1996)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders

or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through one (1) year thereafter unless extended by exercise of options extending the ordering period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule and is considered ordered when transmitted.

**I.4 AMS 3.2.4-17 ORDER LIMITATIONS OCTOBER 1996**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$ 25,000;

(2) Any order for a combination of items in excess of \$100,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.5 AMS 3.2.4-20 INDEFINITE QUANTITY (JULY 1996)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) *Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.*

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2012.

A2

**I.6 AMS 3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised at the end of any contract order period and may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

**I.7 AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor no later than the expiration date of the current contract period; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**I.8 AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)**

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**I.9 AMS 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (APRIL 2006)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.



A2

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed

A2

novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

#### **I. 10 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

A2

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

#### **I.11 3.6.1-8 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE SEDB CONCERNS (April 2000)**

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:

- (1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

A2

(c)

(1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.

(2) The [DMSJV] will notify the [FAA Contracting Officer/AMQ-310/A. Franklin] in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

#### **I.12 AMS 3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (APRIL 1996)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination.

Employee class	<u>Gov. Equivalent</u>	<u>Monetary Wage-Fringe Benefits</u>
Registrar	GS-7	<u>SCA 01020</u>
Electronics Maintenance Technician	WG-10	<u>SCA 23183</u>
Library Technician	GS-5	<u>SCA 13050</u>
Training Material Clerk	GS-3	<u>SCA 01112</u>
Property Clerk	GS-3	<u>SCA 21150</u>
Assistant Editor	GS-10	<u>SCA 01052</u>
Data Entry Operator	GS-3	<u>SCA 01052</u>
Administrative Assistant	GS-7	<u>SCA 01020</u>

#### **I.13 AMS 3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL**

**OCTOBER 2006**

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

##### **(2) Substitution of Personnel.**

(a) For the first 90 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as

A2

required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 30 days (if a security clearance must be obtained, at least 30 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

#### **I-14 AMS 3.9.1-1 CONTRACT DISPUTES (NOVEMBER 2002)**

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

A2

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W., Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

**I.15 AMS 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS  
(JULY 2006)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract.

(c) Not later than five (5) business days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- Two fingerprint cards (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

A2

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:

The Servicing Security Element (SSE) responsibilities for this requirement have been delegated to:  
**FAA Security and Hazardous Security Staff, Southern Region/ASO 700, 1701 Columbia Ave.,  
College Park, GA 30337.**

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer/Contracting Officer's Technical Representative (COTR) minus any privacy act information.

(d) The contractor must submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(e) The Contracting Officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. The Contracting Officer will confirm to the SSE that the action has been taken.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$ 200.00 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.



A2

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and **Servicing Security Element (SSE)/FAA Southern Region/ASO 750c, 1701 Columbia Ave. College Park, GA 30337**. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [FAA CMEL] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV cardholder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to **[FAA Southern Region/ASO]** by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: **[FAA Southern Region/ASO 750c, 1701 Columbia Ave. College Park, GA 30337]**. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated at such time they can then be badge. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the **[FAA Southern Region/ASO 750c, 1701 Columbia Ave. College Park, GA]**. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting **FAA Southern Region/ASO 750c, 1701 Columbia Ave. College Park, GA**.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA medial, including the PIV card are returned to the SSE.

#### **I.17 AMS 3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JULY 2007)**

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);

A2

- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (4) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (6) Procedures for the reproduction of subject material;
- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Technical Data Solutions (FedTeDS): Except for those items noted by the CO, SUI will be made available to offerors through FedTeDS. FedTeDS provides a secure environment for the distribution of SUI information to vendors.

- (1) FedTeDS can be found at [www.fedteds.gov](http://www.fedteds.gov).
- (2) Vendors will utilize FedTeDS to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
- (3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedTeDS.
- (4) As FedTeDS uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully registered in CCR ([www.ccr.gov](http://www.ccr.gov)) prior to seeking access to SUI through FedTeDS.
- (5) Instructions and guides on usage of FedTeDS can be found at [www.fedteds.gov](http://www.fedteds.gov).

(End of clause)

#### AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.8.1	CANCELLATION RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	SEPTEMBER 2000
3.1.8.2	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEPTEMBER 2000
3.2.2.3-33	ORDER OF PRECEDENCE	JULY 2004
3.2.2.3-75	REQUESTS FOR CONTRACT	JULY 2004
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	APRIL 1996
3.2.5-1	OFFICIALS NOT TO BENEFIT	APRIL 1996
3.2.5-3	GRATUITIES OR GIFTS	JANUARY 1999
3.2.5-4	CONTINGENT FEES	OCTOBER 1996
3.2.5-5	ANTI-KICKBACK PROCEDURES	OCTOBER 1996
3.2.5-7	DISCLOSURE REGARDING	JUNE 1999

A2

	<b>PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.</b>	
<b>3.2.5-8</b>	<b>WHISTLEBLPWER PROTECTION FOR CONTRACTOR EMPLOYEES</b>	<b>APRIL 1996</b>
<b>3.3.1-1</b>	<b>PAYMENTS</b>	<b>APRIL 1996</b>
<b>3.3.1-5</b>	<b>PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS</b>	<b>APRIL 2001</b>
<b>3.3.1-9</b>	<b>INTEREST</b>	<b>APRIL 1996</b>
<b>3.3.1-15</b>	<b>ASSIGNMENT OF CLAIMS</b>	<b>APRIL 1996</b>
<b>3.3.2-1</b>	<b>FAA COST PRINCIPLES</b>	<b>OCTOBER 1996</b>
<b>3.4.1-10</b>	<b>INSURANCE - WORK ON A GOVERNMENT INSTALLATION</b>	<b>JULY 1996</b>
<b>3.4.2-6</b>	<b>TAXES – CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO</b>	<b>OCTOBER 1996</b>
<b>3.4.2-8</b>	<b>FEDERAL, STATE, AND LOCAL TAXES –FIXED PRICE CONTRACT</b>	<b>APRIL 1996</b>
<b>3.5-2</b>	<b>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT</b>	<b>APRIL 1996</b>
<b>3.5-13</b>	<b>RIGHTS IN DATA GENERAL</b>	<b>OCTOBER 1996</b>
<b>3.6.1.3</b>	<b>UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN- OWNED, AND SERVICE DISAVLED VETERAN OWNED SMALL BUSINESS CONCERNS</b>	<b>SEPT 2001</b>
<b>3.6.1-7</b>	<b>LIMITATIONS ON SUBCONTRACTING</b>	<b>AUGUST 1997</b>
<b>3.6.1-8</b>	<b>NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE SEDB CONCERNS</b>	<b>APRIL 2000</b>
<b>3.6.1-9</b>	<b>MENTOR PROTÉGÉ PROGRAM</b>	<b>OCTOBER 2006</b>
<b>3.6.1-11</b>	<b>MENTOR REQUIREMENTS AND EVALUTION</b>	<b>OCTOBER 2006</b>
<b>3.6.2-2</b>	<b>CONVICT LABOR</b>	<b>APRIL 1996</b>
<b>3.6.2-9</b>	<b>EQUAL OPPORTUNITY</b>	<b>AUGUST 1998</b>
<b>3.6.2-10</b>	<b>EQUAL OPPORTUNITY PREAMWARD CLEARANCE OF SUBCONTRACTS</b>	<b>NOVEMBER 1997</b>
<b>3.6.2-12</b>	<b>AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS</b>	<b>APRIL 2007</b>
<b>3.6.2-13</b>	<b>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</b>	<b>APRIL 2000</b>
<b>3.6.2-14</b>	<b>EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA</b>	<b>APRIL 2007</b>
<b>3.6.2-28</b>	<b>SERVICE CONTRACT ACT OF 1965 AS AMENDED</b>	<b>APRIL 1996</b>
<b>3.6.2-30</b>	<b>FAIR LABOR STANDARDS ACT AND SERVICE CONTRAXT ACT —PRICE ADJUSTMENT (MULTIPLE YEAR AND</b>	<b>APRIL 1996</b>

A2

	<b>OPTION CONTRACTS)</b>	
<b>3.6.2-35</b>	<b>PREVENTION OF SEXUAL HARRASSMENT</b>	<b>AUGUST 1998</b>
<b>3.6.2-39</b>	<b>TRAFFICING IN PERSONS</b>	<b>JULY 2007</b>
<b>3.6.3-2</b>	<b>CLEAN AIR AND WATER. (APPLICABLE TO CONTRACTS THAT EXCEED \$100,000)</b>	<b>APRIL 1996</b>
<b>3.6.3-16</b>	<b>DRUG FREE WORKPLACE</b>	<b>JANUARY 2004</b>
<b>3.6.4-10</b>	<b>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</b>	<b>APRIL 1996</b>
<b>3.7.1</b>	<b>PRIVACY ACT NOTIFICATION</b>	<b>OCTOBER 1996</b>
<b>3.7.2</b>	<b>PRIVACY ACT</b>	<b>OCTOBER 1996</b>
<b>3.9.1-2</b>	<b>PROTEST AFTER AWARD</b>	<b>AUGUST 1997</b>
<b>3.10.1-7</b>	<b>BANKRUPTCY</b>	<b>APRIL 1996</b>
<b>3.10.1-12</b>	<b>CHANGES--FIXED-PRICE</b>	<b>APRIL 1996</b>
<b>ALT II</b>	<b>CHANGES--FIXED-PRICE</b>	<b>APRIL 1996</b>
<b>3.10.1-13</b>	<b>CHANGES – COST REIMBURSEMENT</b>	<b>APRIL 1996</b>
<b>3.10.1-14</b>	<b>CHANGES – TIME AND MATERIALS OR LABOR HOURS</b>	<b>APRIL 1996</b>
<b>3.10.1-25</b>	<b>NOVATION AND CHANGE OF NAME AGREEMENTS</b>	<b>JANUARY 2003</b>
<b>3.10.2-1</b>	<b>SUBCONTRACTS (FIXED PRICE CONTRACTS</b>	<b>APRIL 1996</b>
<b>3.10.2-3</b>	<b>SUBCONTRACTS (TIME AND MATERIALS AND LABOR HOUR CONTRACTS)</b>	<b>APRIL 1996</b>
<b>3.10.2-5</b>	<b>COMPETITION IN SUBCONTRACTING</b>	<b>JANUARY 1998</b>
<b>3.10.3-1</b>	<b>DEFINITIONS (GOVERNMENT PROPERTY)</b>	<b>APRIL 2004</b>
<b>3.10.3-2</b>	<b>GOVERNMENT PROPERTY – BASIC CLAUSE</b>	<b>APRIL 2004</b>
<b>ALT I</b>	<b>GOVERNMENT PROPERTY</b>	<b>APRIL 2004</b>
<b>ALT II</b>	<b>GOVERNMENT PROPERTY</b>	<b>APRIL 2004</b>
<b>3.10.3-4</b>	<b>LIABILITY FOR FACILITIES</b>	<b>APRIL 2004</b>
<b>3.10.3-5</b>	<b>USE AND CHARGES</b>	<b>APRIL 2004</b>
<b>3.10.3-7</b>	<b>GOVERNMENT PROPERTY – FACILITIES USE</b>	<b>APRIL 2004</b>
<b>3.10.6.1</b>	<b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)</b>	<b>OCTOBER 1996</b>
<b>3.10.6.3</b>	<b>TERMINATION (COST REIMBURSEMENT)</b>	<b>OCTOBER 1996</b>
<b>ALT IV</b>	<b>TERMINATION (COST REIMBURSEMENT)</b>	<b>OCTOBER 1996</b>
<b>3.10.6-4</b>	<b>DEFAULT (FIXED PRICE SUPPLY AND SERVICE)</b>	<b>OCTOBER 1996</b>
<b>3.10.6-7</b>	<b>EXCUSABLE DELAYS</b>	<b>OCTOBER 1996</b>
<b>3.13-5</b>	<b>SEAT BELT USE BY CONTRACTOR EMPLOYEES</b>	<b>JAN 1999</b>
<b>3.14-3</b>	<b>FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES</b>	<b>JULY 2006</b>

**PART III - SECTION J - LIST OF ATTACHMENTS**

<b><u>ATTACHMENT</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>	<b><u>NO. OF PAGES</u></b>
<b>Attachment 1</b>	Statement of Work and Appendices	09/25/06 rev 7	57
<b>Attachment 2</b>	Contract Data Requirements List A001 – A007, and Exhibit 1, 2, 3, 5, & 7	Dated 01/12/07	15
<b>Attachment 3</b>	DOL Wage Determination 05-2109 Rev (04)	dated 5/29/07	11
<b>Attachment 4</b>	CLA 1262 FAA Requirements for Screening of Contractor Personnel –Contractor; and FAA Requirements for Screening of Contractor Personnel -Adjudicative Standards -Contractor	JUL 2001	3 pages